

## **Exhibit G**



## The NutraSweet Company

**MEMORANDUM**

This Memorandum, made and entered into this 1<sup>th</sup> day of August, 2002 by and between Ajinomoto Co., Inc., at 15-1, Kyobashi 1-Chome, Chuo-ku, Tokyo 104-8315 Japan ("AJICO") and The NutraSweet Company, at 200 World Trade Center, Merchandise Mart, Suite 936, Chicago, IL 60654 ("NSC").

**WITNESSETH:**

**WHEREAS**, AJICO and NSC and NSC's former parent company, Monsanto Company have previously entered into a Release and License Agreement as of 25<sup>th</sup> of May, 2000 in the course of AJICO's purchase of Monsanto Company's shares in European aspartame operations, which was supplemented and amended by the Letter Agreement entered into effective May 1, 2002 (as supplemented and amended hereinafter referred to as "R&L Agreement"), where AJICO has granted a license under certain Patents and Know-How (as defined therein) relating to aspartame production under mutually agreed terms and conditions; and

**WHEREAS**, NSC made a new request to AJICO, as an exceptional case to the R&L Agreement, to allow NSC's export of encapsulated aspartame to one customer located in the Excluded Territory (as defined in the Release and License Agreement); and

**WHEREAS**, AJICO is willing to accept such NSC's request under the terms and conditions set forth hereunder.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Unless otherwise defined in this Agreement, capitalized words used herein have the same meaning as defined in the R&L Agreement.
2. Notwithstanding the provisions of Section 2.3 of the R&L Agreement, AJICO hereby permits NSC's export of Aspartame to the Excluded Territory only to the extent of the following conditions:
  - 1) NSC shall be allowed to export encapsulated Aspartame, directly or indirectly, to only one company, Comptoir de la Confiserie, Membre Du Group Cadbury Schweppes (hereinafter referred to as "Cadbury"); such indirect export may consist of NSC shipping encapsulated Aspartame to warehouse facilities in the Excluded Territory so long as such encapsulated Aspartame is only re-shipped to Cadbury.
  - 2) NSC shall be allowed to export to Cadbury twelve (12) metric tons of encapsulated Aspartame per calendar year at maximum;
  - 3) All of the Aspartame to be delivered to Cadbury under the above permission of AJICO (hereinafter referred to as "Allowed Export to Cadbury") shall be encapsulated Aspartame in accordance with Cadbury's specification;

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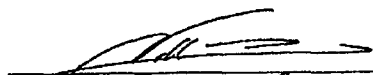
- 4) No later than 15 days after the B/L date of each shipment of the Allowed Export to Cadbury, NSC shall report the detail of such Allowed Export to Cadbury to AJICO, by sending a copy of the B/L (by facsimile and confirmation copy by courier) which clearly indicates the shipped quantity, shipping origination and destination points (including warehouse facilities as applicable), and the seller and buyer of the material; and
- 5) NSC shall pay to AJICO US\$10.00 per kg of NSC's Allowed Export to Cadbury ("the Shipment Volume"). NSC shall be required to make an annual statement of the Shipment Volume, within ninety (90) days after the end of each calendar year, to be accompanied by payment of such amount to AJICO no later than April 15 of the following calendar year. The aforementioned payment shall be made in United States Dollars by wire transfer to the bank account designated by AJICO.
3. The parties confirm that between January 1<sup>st</sup>, 2001 and the date of execution of this Memorandum, NSC had exported to Cadbury its encapsulated Aspartame in the volume of 8,800 kilograms in total, under the oral approval of AJICO. In consideration of AJICO's agreeing to the exceptional export by NSC to Cadbury of the encapsulated Aspartame notwithstanding the provisions of the R&L Agreement, NSC had agreed to pay AJICO a total of US\$97,292. The parties hereto confirm that, of this amount, NSC shall pay to AJICO the amount to a bank account designated by AJICO within sixty (60) days to the execution of this memorandum.
4. AJICO shall not make any patent infringement, breach of contract, or other claim against NSC or Cadbury on grounds of such exports to Cadbury and Cadbury's purchase and use of encapsulated Aspartame so long as NSC is in compliance with the terms of this Memorandum.
5. AJICO and NSC mutually confirm that, except for the specific permission granted hereunder, all of the terms and conditions of the R&L Agreement shall remain in full force and effect.
6. In the event that NSC shall have breached or defaulted in performance of any of the provisions of this Memorandum or the R&L Agreement, including but not limited to NCSA's failure to send its correct and detailed report to AJICO pursuant to paragraph 2.5) hereof, and such breach or default shall not have been cured within 60 days after receipt of written notice thereof from AJICO to NSC, AJICO shall have the right to terminate this Memorandum as well as R&L Agreement.
7. The term of this Memorandum shall commence on the date first above written, and shall continue in full force and effect until December 31, 2003, provided, however, that such term may be extended for each additional one (1) year period on the same terms and conditions by written agreement of the parties hereto no less than 3 months prior to the expiration date.

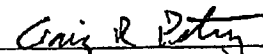


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed in duplicate originals by their duly authorized representatives.

Ajinomoto Co., Inc.

The NutraSweet Company

  
Deputy General MGR  
8-12-02

  
Craig R. Potting  
Exec. VP.  
8-8-02

